

**Notice – Request for Qualifications**  
**For**  
**Assessment Services**  
**For**  
**The Pilot Residential Stormwater Audit Program**  
**For**  
**The City of Kirkland, Washington**  
**March 18, 2014**

The City of Kirkland, Washington invites individuals and firms (hereinafter referred to as the "Offeror") to submit Qualifications to provide surface water analysis and planning services for a Pilot Stormwater Audit Program for the Surface Water Utility.

**Dates/Times:**

All Statements of Qualifications must be received no later than April 2, 2014 at 11:00 AM Pacific Time.

Qualifications titled "**Assessment Services for Kirkland – Pilot Residential Stormwater Audit Program**" may be submitted as an email attachment in PDF or MS Word format to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Note that faxed submittals or submittals provided as Zip files will not be accepted.

If not submitted as an email attachment, two (2) bound double-sided originals and 1 CD in PDF or MS Word format of the Statement of Qualifications must be mailed or delivered to:

**City of Kirkland**  
**Attention: Purchasing Agent, Job #27-14-PW**  
**123 5<sup>th</sup> Ave**  
**Kirkland, WA 98033**

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

The City of Kirkland (hereinafter referred to as the "City" or the "Owner") reserves the right to reject any and all submittals, or to withhold the selection of firms for any reason it may determine, or to waive or decline irregularities in any submittal.

Interpretation or corrections of the RFQ documents will be made only by written addendum, which will be mailed or delivered via email to each Offeror on record. The City is not responsible for any other explanations or interpretations of the RFQ and/or RFQ documents.

**Contact:**

For additional information about this RFQ or any other aspect of the selection process or the project in general, please contact via email:

Name: Betsy Adams  
Email: [badams@kirklandwa.gov](mailto:badams@kirklandwa.gov)

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between the Offerors or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in the Offeror's proposal being removed from consideration.

Offerors shall submit questions no later than March 27, 2014 at 2:00 PM.

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

**1. Overview**

**A. Project Introduction**

The purpose of this project is to encourage homeowners to manage stormwater flows by tailoring stormwater control options for their individual properties. The concept is that homeowners will be more likely to implement stormwater controls if they have a variety of tools at their disposal, so that they can choose what works best for the conditions and aesthetics of their property. Watersheds will benefit from reduced runoff volumes, and homeowners will benefit from water reuse, improved aesthetics of a rain garden, or other beneficial control mechanisms.

The City of Kirkland expects to receive requests for on-site stormwater "audits" from residents who have received direct mailing or who were contacted via canvassing. On-site "stormwater audits" are an integral part of this project. A stormwater audit is a consultation that will be conducted on a Kirkland homeowner's property. An audit is an assessment of the exterior of the participant's home and their yard. The audit will identify ways that a participating homeowner can reduce stormwater pollution and volume from their property. It will also provide valuable time with the homeowner to educate them about stormwater pollution and drainage issues.

Following the site visit, participants will be provided with a stormwater assessment and plan. This will serve as guidance for the residents to manage their property, minimize the impacts of stormwater and improve water quality.

## **B. Budget**

The project consultant budget is a total of \$10,000.

## **C. Schedule**

All work for this project must be completed by December 31, 2014. An approximate schedule is as follows:

Under contract: April 22, 2014

Stormwater audits completed: October 31, 2014

Audit reports and documentation completed: December 31, 2014

## **D. Scope of Work and Deliverables**

The scope of work and deliverables for this project are as follows:

The Contractor will conduct on-site stormwater “audits,” technical assistance site visits on Kirkland homeowners’ properties. The purpose of the site visit is to identify ways that a participating homeowner can reduce stormwater pollution and volume from their property. It will also provide valuable time with the homeowner to educate them about stormwater pollution and drainage issues.

Site visit components will include:

- Walking the property with the homeowner, looking at any features on the exterior of their home and in their yard that affect stormwater generation on their property.
- Asking the homeowner about their observations regarding how water moves, or doesn’t move, on their property.
- Taking notes on observations and photos of pertinent features on the property.
- Complete percolation test and record soil quality of the property.

Following the site visit, the Contractor will create a stormwater assessment and plan based on the initial site visit to the property. The planning goal will be to minimize the adverse effects of stormwater both on and offsite, preserve sensitive natural features and to develop a plan based on Best Management Practices that mimic the runoff characteristics of the site in its natural state. These characteristics include:

- Infiltration of the majority of annual rainfall to replenish the water table and provide stable baseflow to streams
- Physical and biological filtration of runoff to provide pollution-free runoff to streams
- Moderation of runoff peak velocities to minimize erosion and damage to aquatic habitat downstream areas

The Contractor will provide a completed Assessment Narrative and Site Plan showing the location of recommended Best Management Practices, a description of recommended Best Management Practices and any other pertinent documents relative to stormwater planning.

The document narrative will include:

- How much runoff a property produces
- A list of recommendations of ways that runoff can be reduced
- Guidance for sizing and location of potential LID projects (possibly including downspout disconnection, rain garden installation, cistern installation, tree planting and conservation landscaping)
- Recommended priorities for implementation of proposed Best Management Practices. Proposed Best Management Practices should be placed in priority categories of "high," "medium" and "low." Best Management Practices with the highest impact on stormwater volume should be given "high" priority.
- Resources to assist participants in obtaining goods and services, including an LID rebate or incentive program.

Stormwater assessments and plans will be submitted to Kirkland Public Works for review as they are completed, with the expectation that all stormwater planning will be completed by the December 31, 2014 deadline.

The Contractor shall provide all of the personnel and equipment necessary to conduct the development of the stormwater assessments and plans, including all applicable mapping, research and site visits.

## **2. Qualification Submission Requirements**

All submittals must be in accordance with the requirements set forth in this RFQ. The Statement of Qualifications shall not exceed five (5) pages double-sided (a total of 10 single sheets). The front cover, the back cover, a maximum two-page cover letter, stock project examples and resumes may be in addition to the 5-page limit. The proposal format will be at the firm's discretion, but the City encourages respondents to consider text-based proposals that minimize time and cost of preparation. Proposals must include the following items:

- Project Approach
  - a) Provide a generic stormwater assessment and site plan containing relevant items from the Scope of Work described in section 1.D.
  - b) Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Manager and the key contact person for the City.
  - c) Include resumes of each member of the project team. List the portion of the work to be subcontracted and information describing the qualification and

relative experience of any proposed contractors. Include a list of information required or tasks to be completed by City staff.

- d) Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
- **Related Experience:** Describe recent (within the last four (4) years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project manager. At least two references should be included. For each reference, indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.
- **Statement of Experience:** The consultant is required to provide evidence of experience in working with
  - public agencies
  - stormwater management on individual residential parcels
  - public education and outreach
  - site plan and map creation

The experience listed must be that which was performed by the consultant's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage of that the Lead Consultant/Project Manager would be allocated to this project. The submittal shall also identify other projects that the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

- **Signature:** Submittal must be signed by an individual with the appropriate contracting authority for the firm.

### **3. Selection Procedures**

After proposals have been received and reviewed by the Selection Committee, the highest ranked firms will be notified and invited to participate in a final selection phase. It is intended that this phase will include the following steps:

#### **A. Notification**

Email notification of top ranked firms.

#### **B. Interview/Presentation**

A 1-hour interview/presentation period will be scheduled and conducted with the Selection Committee at Kirkland City Hall. The firm will be given 15 minutes for presentation. An

informal presentation (no visuals or Powerpoint) is adequate. The remaining time will be reserved by the Selection Committee for questions.

### **C. Final Ranking**

After the interviews are completed, the Selection Committee will rank the firms interviewed. The proposal and the interview/presentation will be weighted equally and scored as follows:

| <b><u>Criteria</u></b>                                | <b><u>Points</u></b> |
|---|----------------------|
| Previous experience in similar projects               | 0-20                 |
| Expertise of key personnel                            | 0-20                 |
| Suggested project approach (understanding of project) | 0-20                 |
| Interview/Presentation                                | 0-20                 |
| Response of references                                | 0-10                 |
| Ability to meet time schedule                         | <u>0-10</u>          |
| <b>Maximum Points</b>                                 | <b><u>100</u></b>    |

### **D. Negotiation/Scope Development**

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and fee estimate.

If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit for new Qualifications.

### **E. Final Selection**

Once the City reaches an agreement that it finds acceptable with a preferred consulting firm, the Selection Committee will then make a recommendation to the Public Works Director whose decision will be final.

### **F. Contract**

It is expected that a City of Kirkland Professional Services Contract will be executed. A sample agreement is provided as Attachment A.



## Attachment A

### PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

#### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

#### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

#### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event

the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.



## **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

## **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Pam Bissonnette, Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_